

ADOT File No.: JPA 04-144
A.G. Contract No.: KR05-0193TRN
Project No.: RAM-202-C-515
Project: SR 202L Landscape
Enhancement
Section: Arizona Avenue to Gilbert Road
TRACS No.: H5381 03C
Budget Source Item No.: 82406

**INTERGOVERNMENTAL AGREEMENT
LANDSCAPE ENHANCEMENT/MAINTENANCE**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into August 19, 2005, pursuant to Arizona Revised Statutes, § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER, ARIZONA acting by and through its MAYOR and CITY COUNCIL (the "CITY").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Incident to the State's construction of the Santan Freeway (State Route 202L), it is to the mutual advantage of the State and the City to landscape certain areas within the rights of way along State Route 202L (SR 202L), from Arizona Avenue to Gilbert Road, to include the installation of a new irrigation system wherein the City agrees to share maintenance responsibilities, as shown on Maintenance Exhibit A, attached hereto and made a part hereof. In addition, the City requests landscape enhancement work and other incidentals be included as part of the State's construction, along SR 202L from Arizona Avenue to Gilbert Road, collectively hereinafter referred to as the "Project". The State agrees to include the installation of a new irrigation system and provide landscaping along SR 202L from Arizona Avenue to Gilbert Road, at the State's expense. The City will be responsible for its share of the enhancements for the Project, estimated at \$136,104.00, as shown in Exhibit B, attached hereto and made a part hereof. The purpose of this Agreement is to outline each party's responsibilities as it relates to the referenced Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 2768A

Filed with the Secretary of State

Date Filed: 8-19-05

Janice K. Brewer
Secretary of State

By: [Signature]

II. SCOPE OF WORK

1. The State shall:

a. Upon execution of this Agreement, invoice the City \$136,104.00 for the estimated costs of the landscaping enhancements, which includes fixed percentages, as shown in Exhibit B.

b. Prepare to State standard, design plans, specifications and other such documents required for construction bidding and construction and submit to the City for their review.

c. Call for bid and award one or more construction contract(s) for the Project. Administer the Project and make all payments to the contractor(s). Be responsible for contractor claims for extra compensation, due to delays or whatever reason, attributable to the State.

d. Upon completion of the Project, provide the City with a recapitulation of the Project cost, include but not limited to: design, construction, and post design costs; invoice or reimburse the City any difference between the estimated amount paid by the City and the actual costs of the Project, which includes fix percentages as depicted in Exhibit B.

e. Upon completion of the Project, maintain the landscaping and irrigation system, and pay for electrical power to operate the State's irrigation controllers, all generally within the State's Control of Access, as designated on the attached Maintenance Exhibit A.

f. Grant the City an Encroachment Permit for any maintenance work planned with the State's Control of Access, to be renewed annually.

2. The City shall:

a. Upon execution of this Agreement and within 30 days of receipt of an invoice, remit \$136,104.00 to the State for the estimated costs of the landscaping enhancements, which includes fixed percentages as shown in Exhibit B.

b. Review the design documents and provide comments to the State.

c. Be responsible for any costs, for additional work requested by the City, associated with the Project and for any contractor claims for extra compensation due to delays or whatever reason, attributable to the City.

d. Furnish all potable or reclaimed water in mains up to or within the State's right-of-way at City's expense.

e. Pay any water development fees.

f. Install the water meter(s) upon request of the State's contractor, at the State's expense.

g. Pay for electrical power necessary to operate the City's irrigation controllers and any irrigation booster pumps.

h. Provide the water at the design pressures and quantities stated in the plans, during installation, construction phase, and all water thereafter necessary to properly maintain the landscape areas, all at City's expense.

i. Upon completion and acceptance of the Project, reimburse the State if the actual costs incurred by the State for the Project, exceeds the amount of the City's remittance, within 30 days after receipt of an invoice for the actual cost of the Project, which includes fixed percentages as depicted in Exhibit B.

j. Furnish and install all equipment/appurtenances necessary to operate the reclaimed water system, including but not limited to irrigation booster pumps, reclaimed water signs, filters, etc., all at the City's expense. Any construction work planned within the State's Control of Access will require an Encroachment Permit from the State's Phoenix Maintenance Permit Office, as referenced below, in Article III Paragraph 8.

k. Pay for all restoration costs including any design costs associated with the disturbance of existing landscape and irrigation attributed to the installation of the reclaimed water system, if this occurs.

l. Maintain any irrigation booster pumps, all at the City's expense.

m. At the conclusion of the contractor maintenance and warranty period, referred to in the construction contract as Landscape Establishment, maintain the Project and irrigation system up to and including the water meter as designated on the Maintenance Exhibit A, including all testing, adjusting, repairing and operation of the irrigation system.

n. Maintain the landscaping in areas designated on the Maintenance Exhibit A. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

o. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall adhere to the requirements of the Arizona Department of Transportation's supplement to the "Manual on Uniform Traffic Control Devices" (MUTCD). Obtain an "Encroachment Permit" annually from the State's Phoenix Maintenance Permit Office for any planned maintenance work within the State's Control of Access.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for landscaping maintenance, electrical energy and water provided by the City shall be perpetual. Either party may terminate this Agreement at any time upon 60-days written notice to either party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said landscaping.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. **Non-Availability of Funds.** Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Agreement-Contact:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue Mail Drop 616E
Phoenix, AZ 85007
FAX: (602) 712 7424

City of Chandler
City Manager
55 North Arizona Place, # 301
Chandler, AZ 85225-5540

For Permits-Contact:

Arizona Department of Transportation
Phoenix Maintenance Permits Office
2140 W Hilton Avenue
Phoenix, AZ 85009
FAX: (602) 712-6983

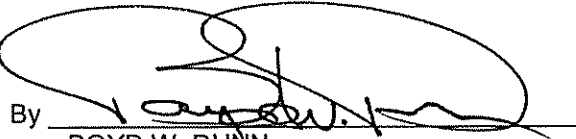
9. Pursuant to Arizona Revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

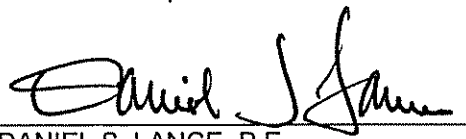
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF CHANDLER

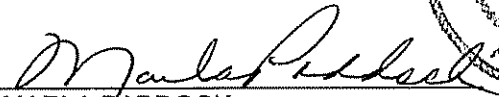
STATE OF ARIZONA

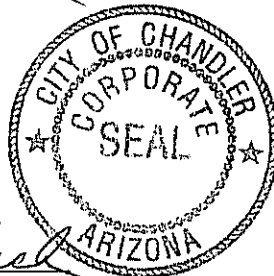
Department of Transportation

By 
BOYD W. DUNN
Mayor

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

By 
MARLA PADDOCK
City Clerk



STATE HIGHWAY SR 202L

SANTAN FREEWAY, ARIZONA AVENUE TO GILBERT ROAD
LANDSCAPE AND IRRIGATION

RAM-202-C-515

202L MA 044 H 5381 03 C

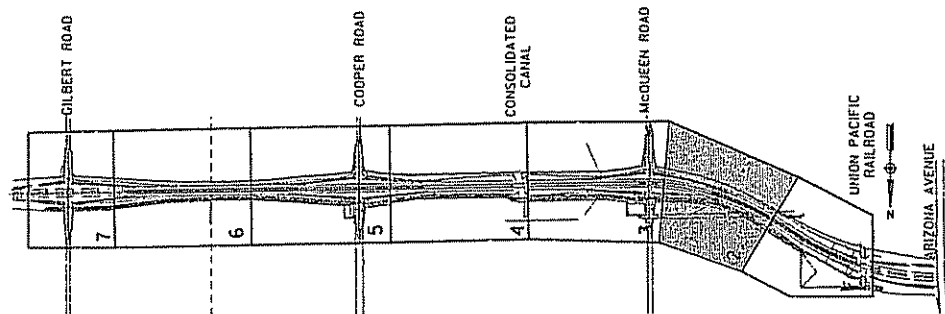
MAINTENANCE EXHIBIT
JULY 2005

Exhibit A JPA No. 04-144

TOTAL MAINTENANCE AREA

ADOT
CITY OF CHANDLER

103 ACRES
5 ACRES



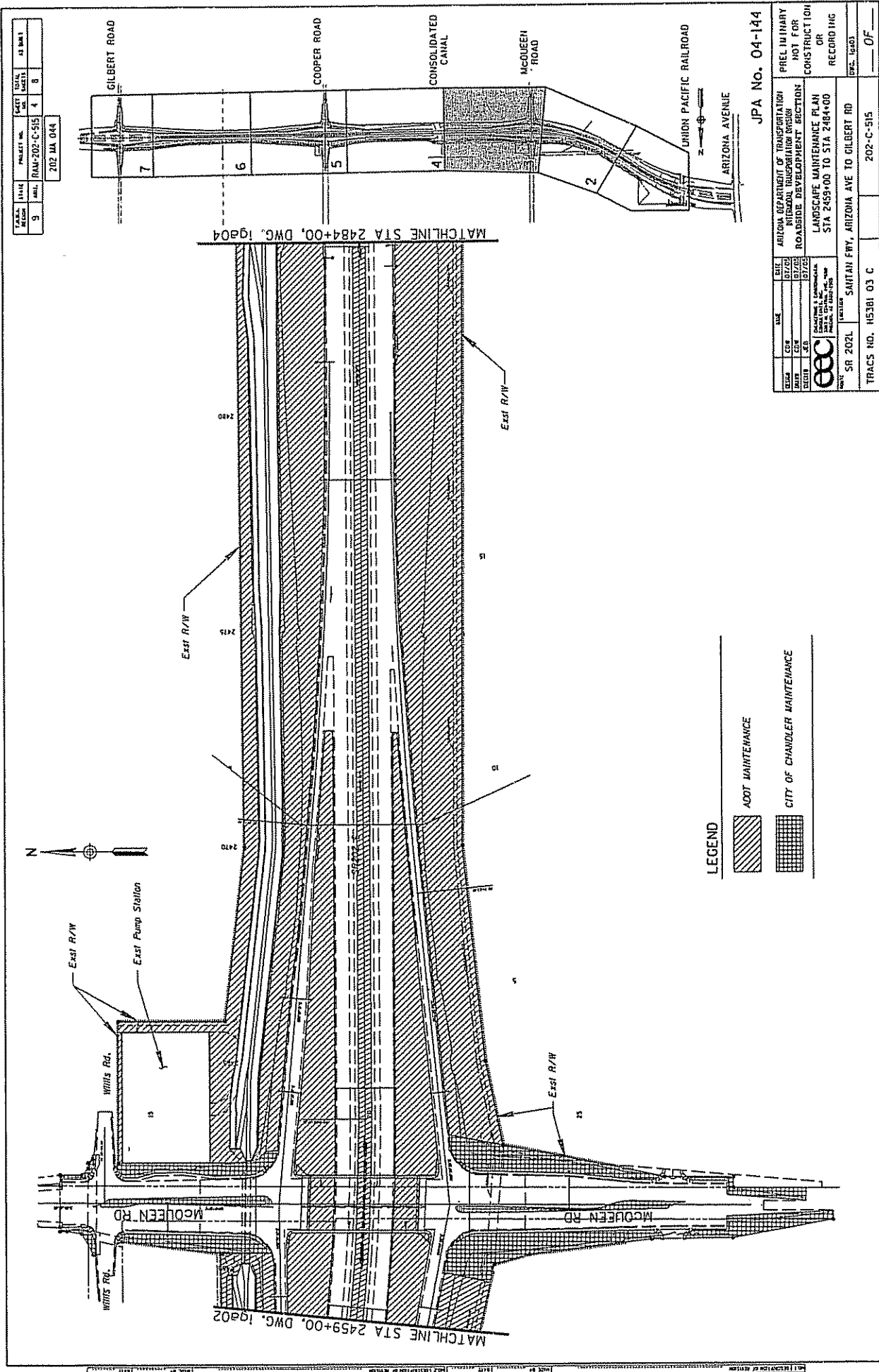
LEGEND

ADOT MAINTENANCE

CITY OF CHANDLER MAINTENANCE

JPA No. 04-144

PRELIMINARY NOT FOR CONSTRUCTION	ON RECORDING	SHEET NO.	DATE	BY	CHECKED BY	APPROVED BY
ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAY INFORMATION DIVISION ROADSIDE DEVELOPMENT SECTION						
LANDSCAPE MAINTENANCE PLAN STA 243B+00 TO STA 2459+00						
SANTAN FRY, ARIZONA AVE TO GILBERT RD SR 202L						
TRACT NO. H4381 C 3 202-C-515						
DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 10/1/88 SCALE: AS SHOWN ON PLANS						

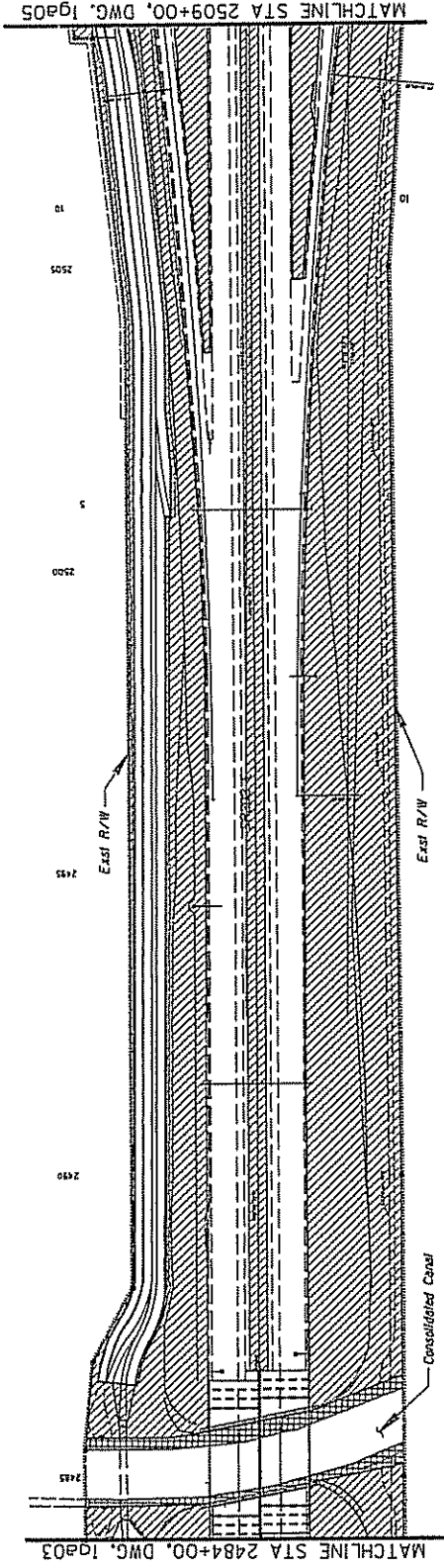


DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AM	RAM-202-C-515	4	8	
202 UA 044					

JPA No. 04-144

CLIENT SR 202L TRACS NO. H5301 03 C	DATE 07/02 07/02 07/02	ARIZONA DEPARTMENT OF TRANSPORTATION INTERNAL TRANSMISSION DESIGN ROADSIDE DEVELOPMENT SECTION
PREPARED BY JPA No. 04-144 04-144	DATE 07/02 07/02 07/02	PRELIMINARY NOT FOR CONSTRUCTION LANDSCAPE MAINTENANCE PLAN STA 2459+00 TO STA 2484+00 RECORDING
PROJECT NO. 202-C-515 TRACS NO. H5301 03 C DATE 07/02		

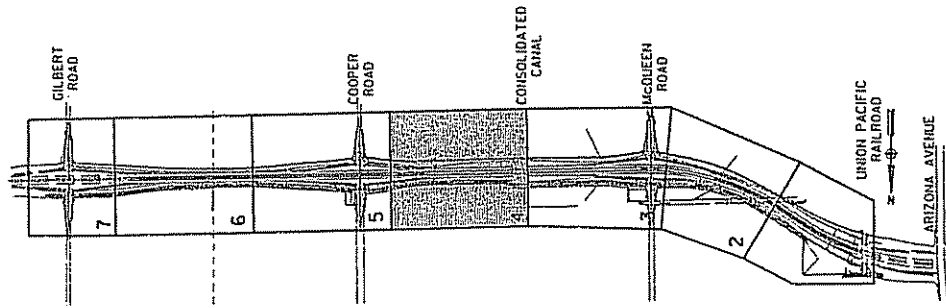
DATE	PROJECT NO.	SHEET NO.	AS BUILT
9	RAM-202-C-515	5	B
202 MA 044			



LEGEND

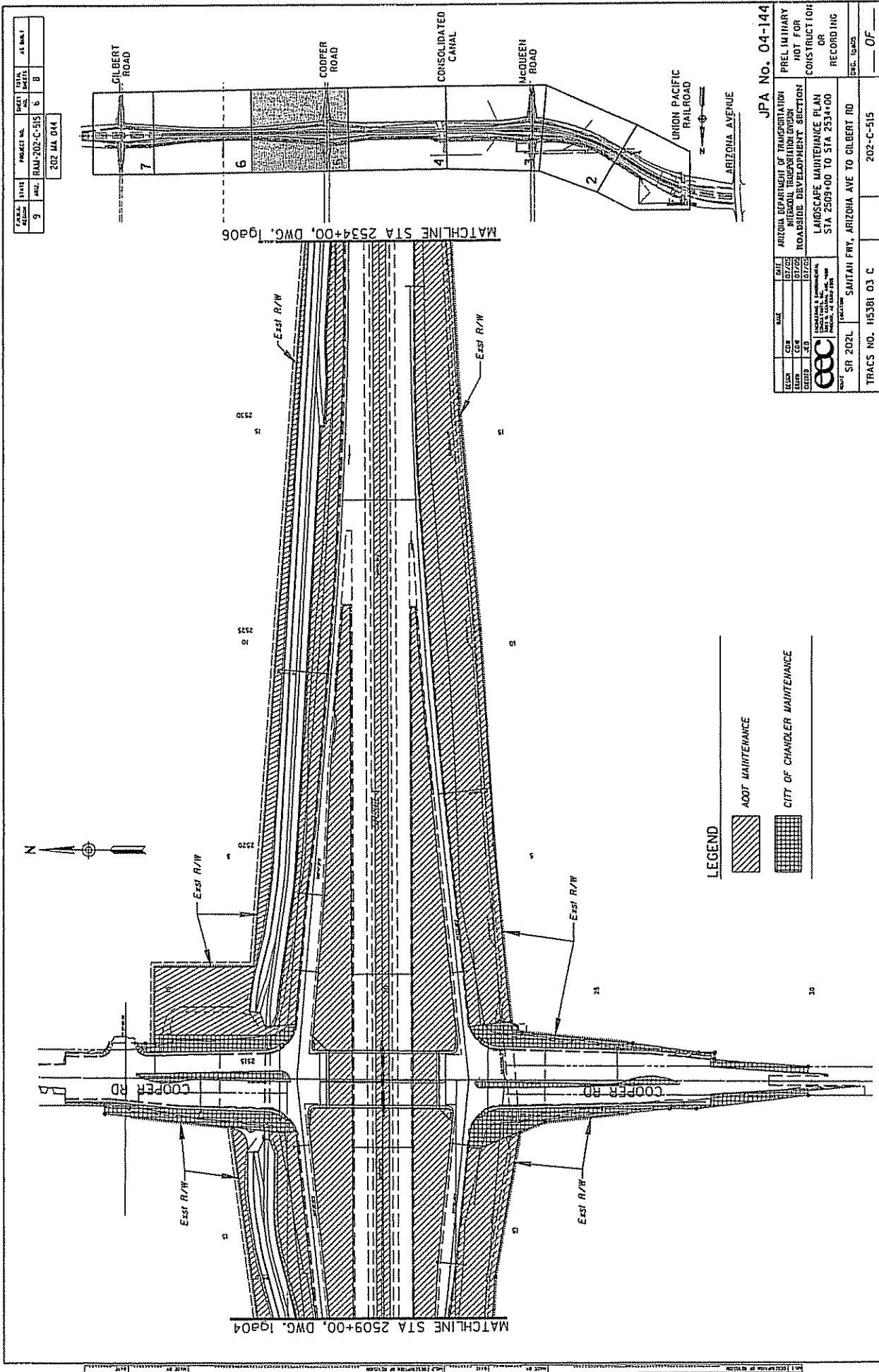
400T MAINTENANCE

CITY OF CHANDLER MAINTENANCE



JPA No. 04-144

ARIZONA DEPARTMENT OF TRANSPORTATION INTERNAL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SECTION	
DATE 01/20/05	DATE 01/20/05
DESIGNED BY JES	CHECKED BY JES
LANDSCAPE MAINTENANCE PLAN STA 2484+00 TO STA 2509+00	
PROJECT NO. SR 202L	
LOCATION SANTANA FWY, ARIZONA AVE TO GILBERT RD	
TRACS NO. H5301 03 C	
202-C-515	
OF	



DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	AMC	RAM-202-C-515	6	6	
202 MA 044					

MATCHLINE STA 2534+00, DWG. 19a06

MATCHLINE STA 2509+00, DWG. 19a04

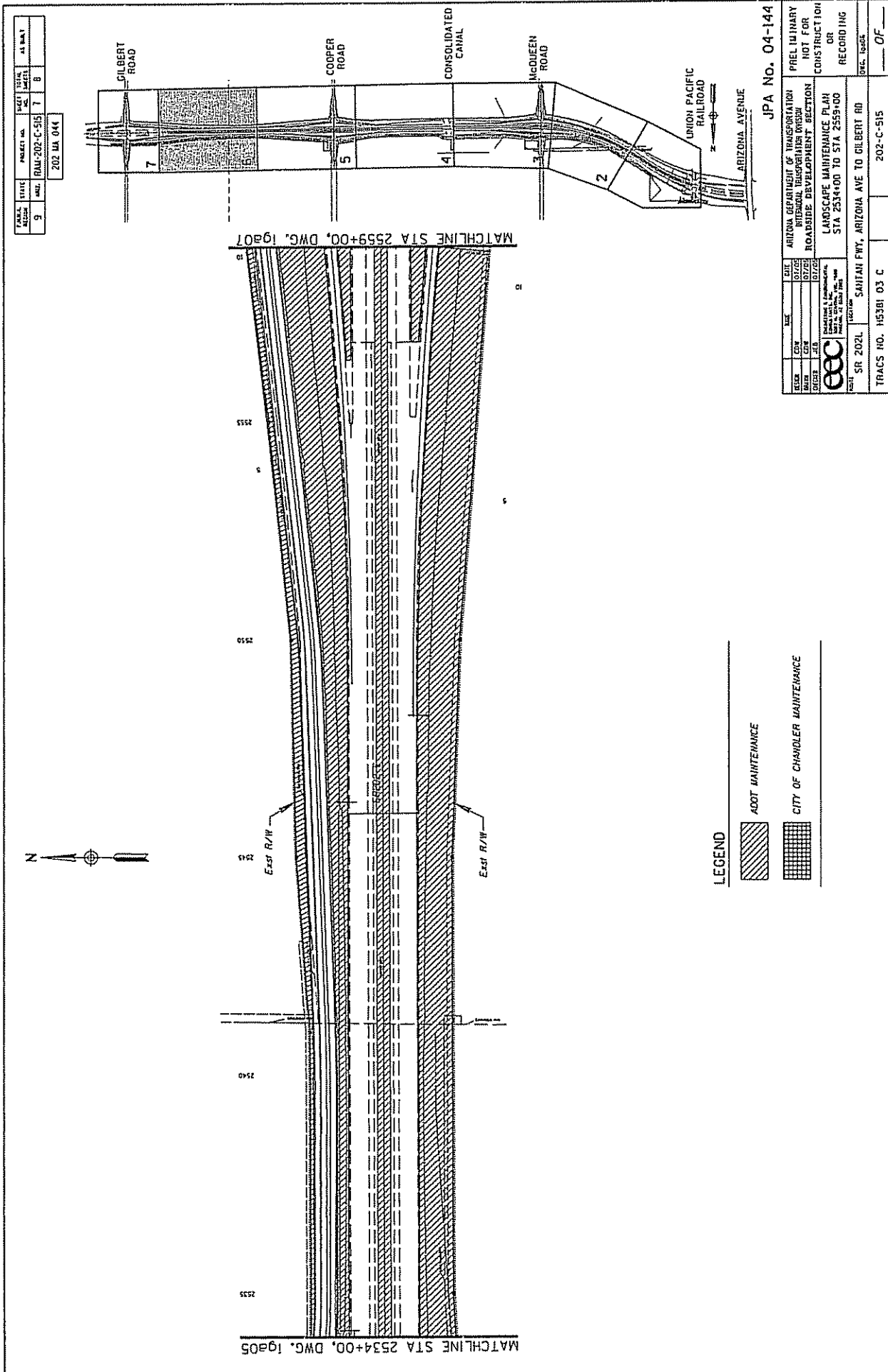
LEGEND

AODT MAINTENANCE

CITY OF CHANDLER MAINTENANCE

JPA No. 04-144

DATE	01/20/20	BY	AMC	PROJECT NO.	RAM-202-C-515	SHEET NO.	6	TOTAL SHEETS	6	AS BUILT	
ARIZONA DEPARTMENT OF TRANSPORTATION PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING											
ARIZONA DEPARTMENT OF TRANSPORTATION ROADSIDE DEVELOPMENT SECTION LANDSCAPE MAINTENANCE PLAN STA 2509+00 TO STA 2534+00											
PROJECT NO. 15381 03 C TRACS NO. 15381 03 C 202-C-515 OF											



FORM NO.	DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	NOV. 2002	C-515	7	8	

202 MA 044

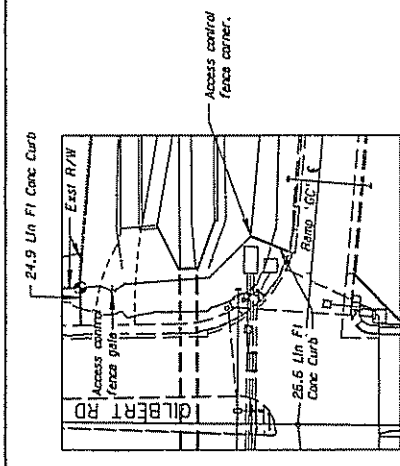
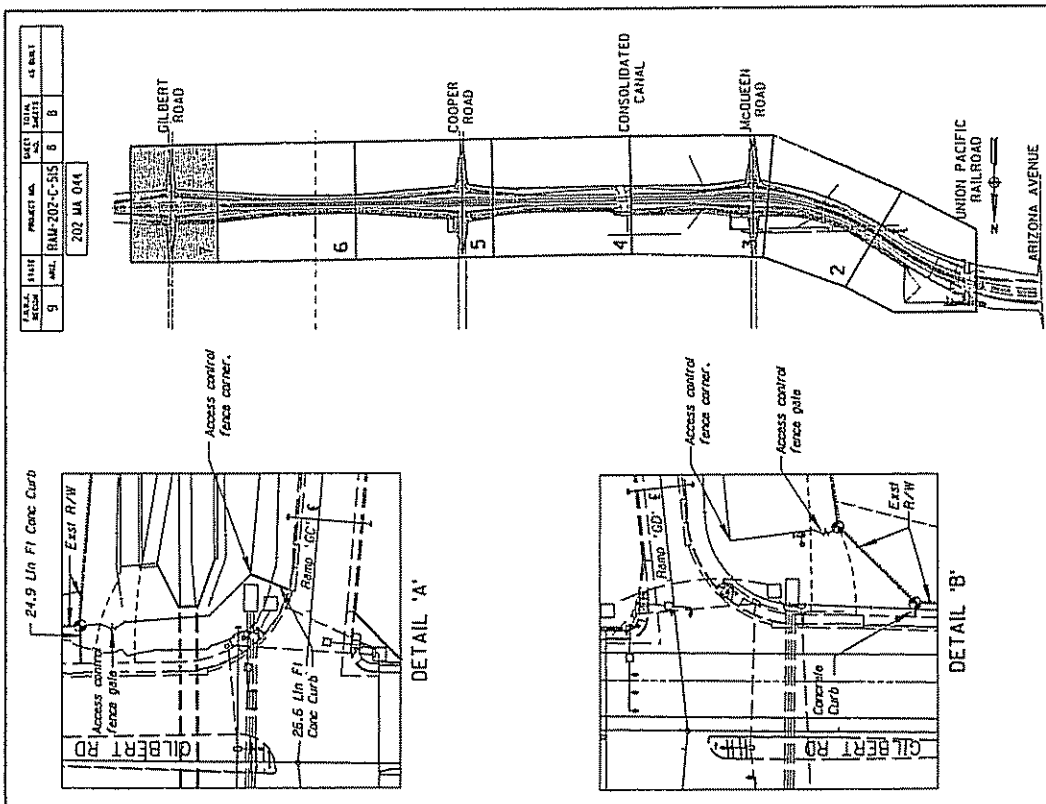
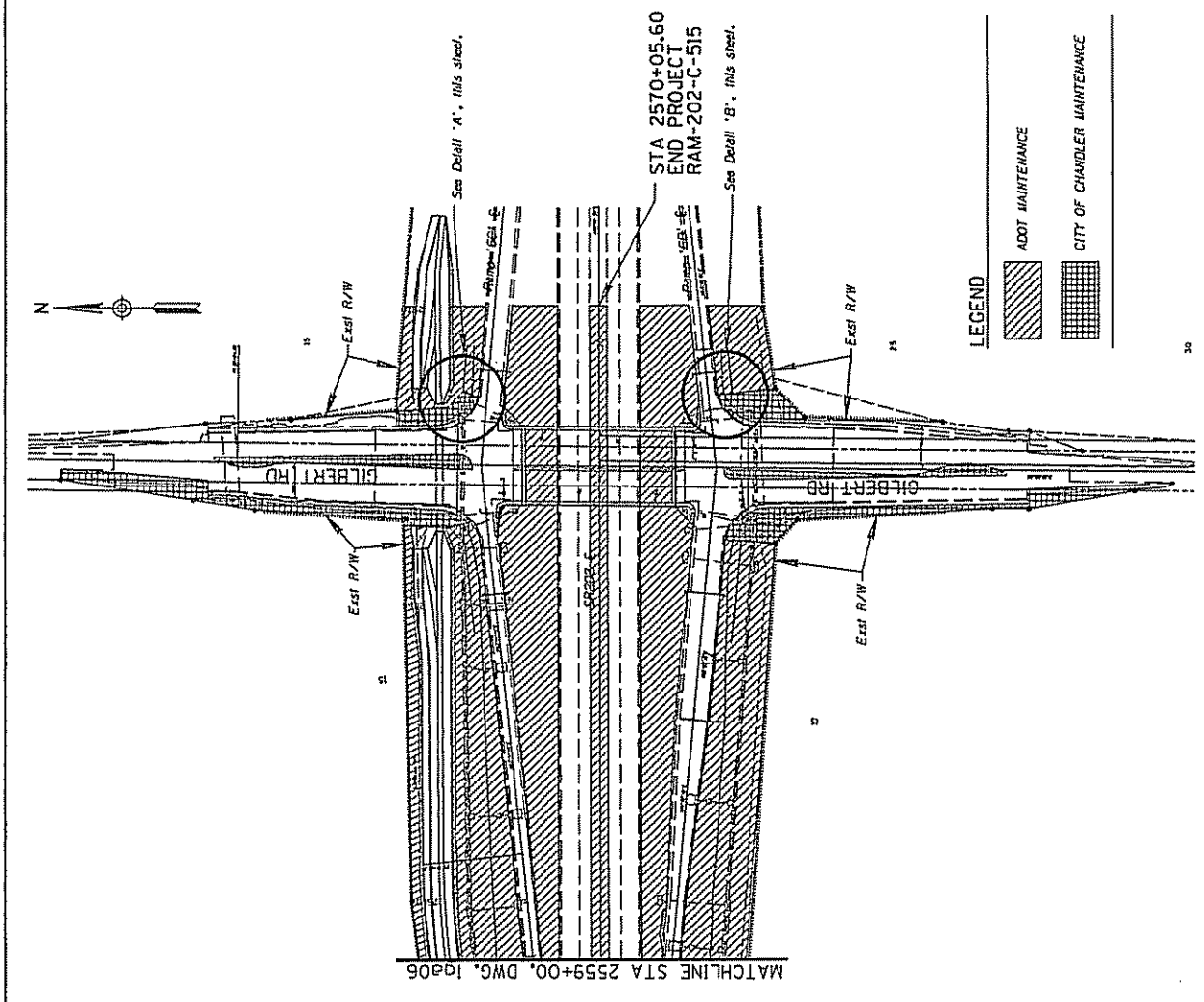
LEGEND

ADOPT MAINTENANCE

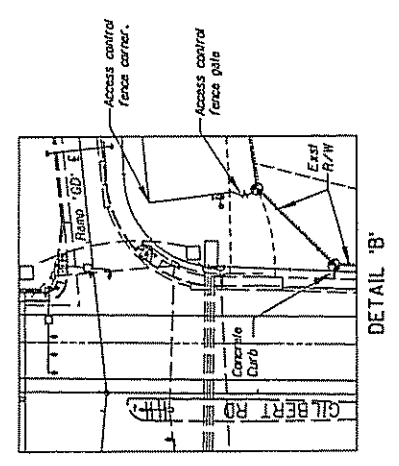
CITY OF CHANDLER MAINTENANCE

JPA No. 04-144

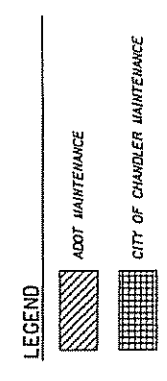
DESIGN	DATE	FILE	ARIZONA DEPARTMENT OF TRANSPORTATION DESIGN DIVISION ROADSIDE DEVELOPMENT SECTION
DESIGN	07/05	07/05	
REVISION	DATE	DESCRIPTION	
1	07/05	LANDSCAPE MAINTENANCE PLAN STA 2534+00 TO STA 2559+00	
2	07/05	RECORDING	
3	07/05	DEC. 10/05	
4	07/05	SR 202L	
5	07/05	SAHARI FWT, ARIZONA AVE TO GILBERT RD	
6	07/05	TRACS NO. 15381 03 C	
7	07/05	202-C-515	
8	07/05	OF	



DETAIL 'A'



DETAIL 'B'



FILE NO.	PROJECT NO.	SHEET NO.	TOTAL SHEETS	DATE
9	RAM-202-C-515	8	8	04/06

JPA No. 04-144	
PRELIMINARY	NOT FOR CONSTRUCTION OR RECORDING
ARIZONA DEPARTMENT OF TRANSPORTATION ROADSIDE DEVELOPMENT SECTION	
LANDSCAPE MAINTENANCE PLAN STA 2559+00 TO STA 2570+05.60	
SR 202L	SANTAH FWY, ARIZONA AVE TO GILBERT RD
TRACS NO. H5381 03 C	202-C-515
DATE	04/06
BY	OF

**EXHIBIT "B" SUMMARY
SUMMARY OF IGA COSTS**

**SANTAN FREEWAY (DOBSON ROAD TO ARIZONA AVENUE)
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF CHANDLER LANDSCAPE ENHANCEMENTS**

ITEM	COST			DESCRIPTION
	DESIGN	CONSTRUCTION	TOTAL	
1 DATE PALMS	5,250.00	102,477.00	107,727.00	The City of Chandler requested that ADOT provide twenty eight (28) Date Palms to enhance Cooper and Gilbert Roads. Design effort includes preparing plans, details, special provisions and cost estimates.
2 IRRIGATION	7,875.00	20,502.00	28,377.00	City of Chandler has requested ADOT to provide an irrigation system to supply water to the date palms. Design of the features includes preparing plans, special provisions and cost estimates.
Item 1-2 Sub-Total:	13,125.00	122,979.00	136,104.00	
TOTAL:	13,125.00	122,979.00	136,104.00	

NOTE: ADOT Accounts Payable/Receivable - Please 'Invoice' City by referencing JPA 01-120 (Price/Santan TI project) as funding source to fund this JPA.

EXHIBIT B
ITEM 1 IGA COST BACKUP

Item No	Item Description	Unit	Quantity	Constructed Quantity	Unit Price	Amount
1	ITEM 1 - DATE PALMS					
2						
3	TREE (DATE PALM) (24'-28' IN HEIGHT)	EACH	12		\$3,000.00	\$36,000.00
4	TREE (DATE PALM) (14'-16' IN HEIGHT)	EACH	8		\$2,800.00	\$22,400.00
5	TREE (DATE PALM) (8'-10' IN HEIGHT)	EACH	8		\$2,600.00	\$20,800.00
6						
7						
8	SUBTOTAL CONSTRUCTION COST (ITEM 1)					\$79,200.00 (A)
9						
10	MAINTENANCE OF TRAFFIC SHARE ¹	LSUM	1		1.50% of A	\$1,188.00
11	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	LSUM	1		1.00% of A	\$792.00
12	CONTRACTOR QUALITY CONTROL SHARE ³	LSUM	1		1.00% of A	\$792.00
13	MOBILIZATION SHARE ⁴	LSUM	1		10.00% of A	\$7,920.00
14						
15	SUBTOTAL CONSTRUCTION COST (ITEM 1)					\$89,892.00 (B)
16						
17						
18	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵				14.00% of B	\$12,585.00
19	DESIGN ENGINEERING				\$5,000.00	\$5,000.00
20	5% ENGINEERING ADMINISTRATION ⁶				5.00% of C	\$250.00
21	ITEM 1 TOTAL COST					\$107,727.00
22						
23						

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (1.5% fixed) of the construction cost of the City's items.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated at 14% of the City's construction cost.
6. Engineering Administration is calculated at 5% of the City design cost.

**EXHIBIT B
ITEM 2 IGA COST BACKUP**

Engineers Estimate Version
JPA 04-144
Date: 7-14-05

Item No	Item Description	Unit	Quantity	Constructed Quantity	Unit Price	Amount
ITEM 2 - IRRIGATION						
1	8080079 EMITTER RISER (DEEP ROOT WATERING SYSTEM)	EACH	215		\$ 60.00	\$12,900.00
2	8080086 PRESSURE REGULATOR RISER	EACH	8		\$ 75.00	\$600.00
3	8080168 CONTROL VALVE (REMOTE) (ELECTRIC) (1 INCH)	EACH	8		\$ 175.00	\$1,400.00
4	8080312 PIPE (PVC) (3/4") (SDR 21) (CLASS 200)	L. FT.	900		\$ 1.05	\$945.00
5						
6	SUBTOTAL CONSTRUCTION COST (ITEM 2)					
7						\$15,845.00 (A)
8	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1		1.50% of A	\$238.00
9	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1		1.00% of A	\$158.00
10	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1		1.00% of A	\$158.00
11	MOBILIZATION SHARE ⁴	L.SUM	1		10.00% of A	\$1,585.00
12						
13	SUBTOTAL CONSTRUCTION COST (ITEM 2)					
14						\$17,984.00 (B)
15						
16	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵				14.00% of B	\$2,518.00
17	DESIGN ENGINEERING				\$7,500.00	\$7,500.00
18	5% ENGINEERING ADMINISTRATION ⁶				5.00% of C	\$375.00
19						
20	ITEM 2 TOTAL COST					
						\$28,377.00 (C)

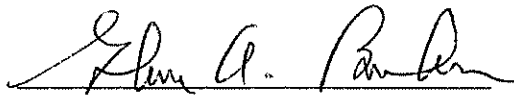
Notes:

- Maintenance of Traffic was calculated on a percentage basis (1.5% fixed) of the construction cost of the City's items.
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
- Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
- Mobilization was calculated on a percentage basis (10.0% fixed) of the construction cost of the City's items.
- Construction Engineering and Administration is calculated at 14% of the City's construction cost.
- Engineering Administration is calculated at 5% of the City design cost.

APPROVAL OF THE CITY OF CHANDLER ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 2nd day of August, 2005.

A handwritten signature in cursive script, appearing to read "Glen A. Barber", written over a horizontal line.

City Attorney

RESOLUTION NO. 3870

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR LANDSCAPE MAINTENANCE AND LANDSCAPE ENHANCEMENTS FOR STATE ROUTE 202, SANTAN FREEWAY, BROADWAY, ARIZONA AVENUE AND GILBERT ROAD.

WHEREAS, the City of Chandler desires to include certain landscaping improvements on Santan Freeway and on City arterial cross streets within ADOT control of access as part of the Santan Freeway project; and,

WHEREAS, the Arizona Department of Transportation (ADOT) has agreed to include design and installation services for these improvements as part of the Santan Freeway design and in a contract; and,


WHEREAS, the City of Chandler will be required to pay ADOT for the cost of the reclaimed water, water development fees, irrigation controller electrical usage for the controllers; and,

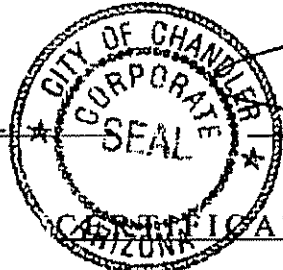

WHEREAS, an IGA is required by the City and ADOT to specify the responsibilities of the parties;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor be authorized to sign and execute said amended Intergovernmental Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 28th day of May, 2005.

ATTEST:



CITY CLERK

 
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 3870 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 28th day of May, 2005, and that a quorum was present thereat.


CITY CLERK

APPROVED AS TO FORM: 



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0193TRN (**JPA 04-144**), an Agreement [Landscape Enhancement/Maintenance] between public agencies, i.e., *The State of Arizona* and *The City of Chandler*, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: August 15, 2005

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written in black ink.

Susan E. Davis
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
918916